

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION

In the matter of: :
AMMY ELIZABETH PEARSON, : Case Number 19-51918-JPS
Debtor. : Chapter 13
: _____

NOTICE OF SALE

MOVANT HAS FILED PAPERS WITH THE COURT SEEKING AUTHORIZATION TO SELL CERTAIN REAL PROPERTY IN WHICH SHE HAS AN OWNERSHIP INTEREST.

YOUR RIGHTS MAY BE AFFECTED. You should read these documents carefully and discuss them with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. If not served with this Notice in accordance with the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure, a copy of the Motion may be obtained upon written request to counsel for the Movant or at the Clerk's Office.

If you do not want the Court to grant the relief requested in the debtor's Motion, or if you want the Court to consider your views on the Motion, then you or your attorney shall file with the Court a written objection or response on or before **NOVEMBER 15, 2022.** If you are receiving this Notice by mail, you may add 3 days to the response, in accordance with FRBP 9006(f). The objection or response should be sent to:

Kyle George, Clerk
U.S. Bankruptcy Court
P.O. Box 1957
Macon, Georgia 31202
(478) 752-3506

If an objection or response is filed, a hearing on the Motion shall be held on:

DECEMBER 1, 2022 AT 9:30 A.M. IN COURTROOM A IN THE UNITED STATES BANKRUPCY COURT, 433 CHERRY STREET, MACON, GEORGIA 31201.

Parties should consult the Court's website (www.gamb.uscourts.gov) concerning whether the hearing will be in person, telephonic, or virtual. Please refer to Administrative Order #145 for more guidance.

If you mail your response or objection to the Court for filing, you shall send it early

enough so the Court will **receive** the objection or response on or before the response date stated above.

Any response or objection must also be served on the Movant.

If you or your attorney does not take these steps, the Court may decide that you do not oppose the relief sought in the Motion and may enter an order granting relief.

This Notice is sent by the undersigned pursuant to LBR 6004-1.

Dated: October 25, 2022.

s/ Calvin L. Jackson
Calvin L. Jackson
GA. State Bar Number 386072
Attorney for Debtor
P.O. Box 7221
Warner Robins, Georgia 31095
(478) 923-9611
cljpc@mgacoxmail.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION

In the matter of :
AMMY ELIZABETH PEARSON, : Case Number 19-51918-JPS
Debtor. : Chapter 13
:

MOTION TO SELL REAL PROPERTY

COMES NOW AMMY ELIZABETH PEARSON, debtor in the above-styled action, pursuant to 11 U.S.C. Sections 363, 1303, and files this her Motion to Sell Property, respectfully showing the Court the following:

1.

The debtor filed a Petition for relief under chapter 13 of the United States Bankruptcy Code in this Court on October 14, 2019. The Court has confirmed a plan.

2.

The debtor has an ownership interest in certain real property consisting of a house and lot located at 113 Ashford Park, Bonaire, Houston County, Georgia 31005.

3.

The debtor wishes to sell her interest in said property in consideration of \$180,000.00. The debtor has entered into a Purchase Agreement to sell said property for this amount. A copy of said Agreement is attached hereto.

4.

Nationstar Mortgage, dba Mr. Cooper, holds a first priority lien against said property. The principal payoff to Nationstar is \$108,868.76 according to an account statement dated October 4, 2022. There are no other liens against said property.

5.

The debtor proposes to pay Nationstar Mortgage in full at closing. After deductions for other costs related to the sale, the debtor anticipates netting approximately \$50,000.00.

6.

The debtor proposes to use said net proceeds to payout her chapter 13 case at a 100% dividend to unsecured creditors.

7.

Pursuant to LBR 6004-1(c) the debtor states that she has consulted with the Chapter 13 Trustee concerning this matter and that the Trustee has no objection to the proposed sale and application of proceeds therefrom.

WHEREFORE, the debtor prays that the Court grant her Motion and authorize the sale of said property as proposed herein, and that she have such further and additional relief as the Court deems appropriate.

This 25th day of October, 2022.

/s/ Calvin L. Jackson

Calvin L. Jackson
GA. State Bar Number 386072
Attorney for Debtor
P.O. Box 7221
Warner Robins, Georgia 31095
(478) 923-9611

Purchase Agreement

THIS AGREEMENT made and entered into this 15 day of October 2022 by and between
Ammy Pearson as the Seller, and Jacob Clevenger as the Purchaser.

WITNESSETH: For value received, the sufficiency of which is hereby acknowledged, Purchaser agrees to purchase and seller agrees to sell, transfer and convey the following:

The dwelling location at 113 Ashford Park, Bonaire, GA.

THE PURCHASE PRICE that the Purchaser agrees to pay and the Seller agrees to accept is:

Dollars \$ 180,000 payable cash in full, or certified funds, on delivery of the deed. Purchaser has paid to Seller \$ 0, receipt of which is hereby acknowledged as earnest money is to be deposited upon acceptance of this contract by all parties to same, and is to be applied as part payment of purchase price of said property at the time the sale is consummated.

Seller warrants to presently have title to said property, and at the time the sale is consummated, agrees to convey good and marketable title to said property to Purchaser by GENERAL warranty deed subject only to (1) zoning ordinances affecting said property, (2) general utility easements of record serving said property. (3) restrictions of record and (4) leases, other easements, restrictions and/or encumbrances specified in this contract. In the event leases are specified in this contract, Purchaser agrees to assume Seller's responsibilities thereunder to the tenant and to any Broker who negotiated such leases.

The titles are subject to examination and approval by Purchaser's attorneys consistent with Georgia Law as supplemented by the Title Standards of the State Bar of Georgia, provided however, that any defect which comes within the scope of said title standards shall not constitute a valid objection on the part of Purchaser provided Seller furnishes affidavit or other title documents, if any, required in the applicable standard to cure such defect. Seller shall have a reasonable time, after receipt of notice from Purchaser of any valid objection, to cure said defect and if Seller fails, refuses or is unable to cure said defect within a reasonable time, then at the option of Purchaser, evidenced by written notice to Seller, this contract shall be canceled, it being further understood and agreed that in such event Seller will pay the undersigned Broker the full amount of brokerage fee plus cost of collection as is otherwise specified in this agreement.

DUE DILIGENCE PERIOD: Purchaser shall have 30 days from the effective date of this contract to perform an inspection of the subject property including but not limited to a title examination of the applicable restrictive covenants and zoning ordinances, an analysis of the subject property to ensure that the subject property is suitable for the Purchaser's intended use, an appraisal of the property and the like.

In the event the Purchaser, in its sole discretion, does not accept any of the findings from said inspection or determines that the property is not suitable for Purchaser's intended use, Purchaser shall give written notification on or before the expiration of the time period set forth herein and upon such written notice, the Seller shall return to Purchaser all earnest money set forth herein (Less \$10 that Seller shall retain) and this contract shall become null and void.

Seller warrants that at the time the sale is consummated the improvements on the property will be in the same condition as they are on the date this contract is signed by Seller, normal wear and tear excepted. However, should the premises be destroyed or substantially damaged before the sale is consummated, then at the election of Purchaser: (a) this contract may be canceled, or (b) Purchaser may consummate the sale and receive such insurance proceeds as are paid on the claim of loss. This election is to be exercised within ten (10) days after Purchaser has been notified in writing by Seller of the amount of insurance proceeds, if any. Seller will receive on the claim of loss; if Purchaser has not been so notified within forty-five (45) days subsequent to the occurrence of such damage or destruction, Purchaser may, at its option, cancel this contract. Upon any such cancellation, earnest money paid herein shall be returned to Purchaser.

SPECIAL STIPULATIONS: (1) Seller shall provide or Buyer may elect to obtain, at time of closing this sale, a wood infestation report from a pest control operator certified in wood-destroying organisms certifying apparent freedom from termites and other wood-destroying organisms and from structural damage caused thereby, said report to be issued in the form currently approved by the Georgia Structural Pest Control Commission. Said inspection will be acceptable only if made no longer than thirty (30) days prior to the date of closing and consummation of this contract. (2) Unless otherwise noted in the special stipulations checked as 'AS IS', Seller warrants that all appliances remaining with the dwelling, plumbing and electrical systems, and the heating and air conditioning systems will be in normal operating condition at time of closing. Purchaser shall have the privilege and responsibility of making inspections of said equipment and systems, prior to closing of sale, and shall notify Seller in writing of any defects revealed by such inspection. Upon receipt of such notice Seller shall (a) immediately cause such defects to be corrected or (b) authorize Purchaser to cause same to be corrected and deduct the costs thereof from Seller's proceeds due at closing. If Seller elects to cause the defects to be corrected and is unable to complete such corrections prior to closing, an amount sufficient to complete such corrections shall be withheld from Seller's proceeds at closing and held in escrow until the corrections have been made. (3) Taxes, rents, insurance and interest on mortgage, if any, shall be prorated between Seller and Purchaser at the time the sale is consummated.

(4) Seller shall pay all property transfer taxes (which is typically figured at \$1.00 per thousand for the contract amount) and expense of warranty deed preparation.

(4A): THIS PROVISION IS TO ONLY BE USED IN THE EVENT THIS IS A **CASH CLOSING** WHERE ADDENDUM A, B AND C ARE NOT APPLICABLE, Closings Costs: shall be responsible for all of the closing costs for this transaction (other than those addressed in item 1 and 4 under this Special Stipulation Heading.)

(5) This contract is expressly conditional upon Addendum D and N/A contained herein which by this reference is made a part hereof.

CONSUMMATION AND CLOSING of this Contract shall be on or before December 31, 2022 with

possession granted to Purchaser on or before 6:00 P.M. on day of closing unless noted otherwise in the special stipulations. Such papers that may be legally necessary to carry out the terms of this contract shall be executed and delivered by the parties hereto at closing. Time is of essence in this contract.

DISCLAIMER: Seller and Purchaser acknowledge that they have not relied upon the advice or representation, if any, of Martin Wilson relative to the legal and tax consequences of this contract in the sale of the premises, the terms and conditions of financing, the validity or quality of title in the real estate, the structural condition of the premises, the operating condition of the electrical, heating, air-conditioning, plumbing, water heating systems and appliances in the premises; Seller and Purchaser both acknowledge that if such matters have been of concern to them they have sought and obtained independent advice relative thereto as Martin Wilson has performed no title examination on the subject property. Further, IT IS THE RESPONSIBILITY OF THE SELLER AND BUYER (NOT MARTIN WILSON) TO ATTACH THE LEGAL DESCRIPTION OF THE SUBJECT PROPERTY TO THIS CONTRACT, TO COMPLETE ANY BLANKS CONTAINED IN THIS CONTRACT INCLUDING ANY LOAN TERMS OF ANY FINANCING, TO MAKE CERTAIN THAT ALL NECESSARY AND/OR INTENDED PARTIES TO THIS CONTRACT SIGN THE SAME AND TO OBTAIN AND COMPLETE ANY NECESSARY ATTACHMENTS. THE UNDERSIGNED PARTIES HEREBY ACKNOWLEDGE THAT MARTIN WILSON HAS BEEN REQUESTED BY ONE OR MORE OF THE PARTIES HERETO TO INITIALLY PREPARE THIS CONTRACT AS INEXPENSIVELY AS POSSIBLE; THUS, ALL POTENTIAL RIGHTS AND PROTECTIONS OF EACH AND ALL PARTIES MAY HAVE NOT BEEN CONSIDERED BY MARTIN WILSON IN PREPARING THIS CONTRACT. IT IS ADVISABLE TO HAVE INDEPENDENT LEGAL REPRESENTATION.

THE ENTIRE AGREEMENT is contained herein and representative, warranties or promises unless herein contained shall be binding upon the parties hereto. All covenants and warranties contained herein shall be extinguished on closing and shall be merged into any deed or other instrument consummating this contract, except that the possession date shall survive the closing in the event the herein stated possession date is subsequent to the closing date. It is understood that whenever a party or parties to this contract is mentioned it shall include said party, this heirs, administrators, successors and/or assigns.

The Seller hereby warrants the subject property is free of any hazardous material or waste of any nature. The undersigned Seller hereby warrants that no Real Estate Broker is due any commission unless otherwise specified herein. The Purchaser herein may assign this contract without the consent of the Seller and upon such assignment the Purchaser will be relieved of all obligations under this contract. This contract may be recorded in the applicable deed records at the election of the Purchaser.

ADDENDUM D

ADDITIONAL SPECIAL STIPULATIONS listed below shall be made a part of this contract and shall control when in conflict with the printed matter contained herein: The undersigned parties are not being represented by Martin Wilson as undersigned parties have simply requested Martin Wilson to prepare this Contract without any actual representation unless otherwise notified herein. This contract is to be closed by Martin Wilson, unless otherwise agreed herein. The effective date of this contract shall be the date the last party signs the same.

CHECK ONE: This sale is: X AS IS --With No Seller Disclosure OR _____ Made with attached Seller Disclosure.

In the event any dwelling constructed before 1978 is located on the subject property, it is necessary for Seller and Buyer to complete a Lead Based paint Disclosure. It is the not the responsibility of Martin Wilson to make sure this is executed.

Personal Property: (such as appliances, ceiling fans, window treatments, outbuilding, playground items, etc) specify here which items SELLER is REMOVING from property:

IN WITNESS WHEREOF, the parties have hereto set their hands and seals.

PURCHASER: _____

Print name: Jacob Clevenger DATE: 15 October 2022

SELLER: _____

Print name: Ammy Pearson DATE: 15 October 2022

SELLER: _____

Print name: _____ DATE: _____



BEST FOR SERVICE ONLY
PLEASE DO NOT SEND MAIL TO THIS ADDRESS
PO BOX 613287
SALT PINE ROAD
DALLAS, TX 75267

402 1 MB 0 515 T2 P1 AUTO 562536 2-NNNNNN-30920437

AMMY E PEARSON
113 ASHFORD PARK
BONAIRE, GA 31005



Customer Service: 877-343-5602
Monday through Friday 8am to 8pm (CT)
www.mrcooper.com

Statement Date:
Loan Number:
Payment Due Date:
Total Payment Amount:

10/04/2022
10/04/2022
\$823.35

Property Address:
113 ASHFORD PARK
BONAIRE, GA 31005

Mr. Cooper is your lender in bankruptcy. We are sending this statement to you to inform you that we purpose only to collect an amount of debt due against you. If you want to stop receiving these statements, please contact us in writing at the address on the back of this page.

Account Information

Interest Bearing Principal Balance	\$108,868.76
Interest Rate	4.750%
Escrow Balance	\$2,588.09
Prepayment Penalty	No

The Principal Balance does not represent the payoff amount of the account and is not to be used for payoff purposes.

Explanation of Total Payment Amount (Post Petition Payment)

Principal	\$168.72
Interest	\$430.94
Escrow Amount (for Taxes and Insurance)	\$233.99
Regular Monthly Payment	\$833.65
Total Fees and Charges	\$0.00
Past Unpaid amount	\$0.00
Partial Payment (Unapplied)	\$10.30
Total Payment Amount	\$823.35

The payment amount does not include any amount that was past due before you filed for bankruptcy.

Past Payments Breakdown

	Payments Rec'd Since 09/07/2022	Paid Year to Date
Principal	\$168.06	\$1,651.06
Interest	\$431.60	\$4,345.54
Escrow (Taxes & Insurance)	\$233.99	\$2,339.90
Fees and Charges	\$0.00	\$0.00
Lender Paid Expenses	\$0.00	\$0.00
Pre-Petition Partial (Unapplied)	\$0.00	\$0.00
Post-Petition Partial (Unapplied)	\$10.30	\$10.30
Total	\$843.95	\$8,346.80

Summary of Amounts Past Due Before Bankruptcy Filing (Pre Petition Arrearage)

This box shows amounts that were past due when you filed for bankruptcy. It may also include other allowed amounts on your mortgage loan.

The Trustee is sending us the payments shown here. These are separate from your regular monthly mortgage payments.

Total Due at Filing	\$0.00
Amount Applied to Claim Arrears Last Month	\$0.00
Total Amount Applied to Claim Arrears	\$0.00
Current Balance	\$0.00

Transaction Activity (09/07/2022 to 10/04/2022)

Date	Description	Total	Principal	Interest	Escrow	Other
09/30/2022	Payment	\$833.65	\$168.06	\$431.60	\$233.99	
09/30/2022	Adjustment-Misc Suspense	-\$833.65				-\$833.65
09/30/2022	Partial Payment	\$833.65				\$833.65
09/30/2022	Adjustment-Misc Suspense	-\$833.65				-\$833.65

Important Messages

(See Reverse side for Additional Critical Notices)

Partial Payment (Unapplied) refers to a payment less than your full monthly mortgage loan payment due that was received on your account. These funds are applied to, and held in, a separate non-interest bearing account until the remaining funds are received to make a full monthly mortgage loan payment. In order to apply these funds to the mortgage loan you are required to send us the additional funds sufficient to equal a full monthly mortgage loan payment. The Partial Payment (Unapplied) balance represents the amount of funds being held in a non-interest bearing account as of the date of this statement.

Lender Paid Expenses are funds paid by Mr. Cooper on your behalf to another company. These expenses may include, but are not limited to, Legal Fees, Property Taxes, Homeowners Insurance, and Property Inspections.

While an account is involved in a pending bankruptcy case, Mr. Cooper is unable to offer an automatic payment plan. Once the loan is no longer subject to a bankruptcy proceeding, you may contact Mr. Cooper to set up automatic payments.

If you no longer wish to receive a monthly statement, please send a written request to the following address:

PO Box 613287 Dallas, TX 75261

If you later choose to resume delivery of a monthly statement, you must do so in writing to the same address. Please be aware that we cannot resume delivery of monthly statements if such delivery was halted by an order of the Bankruptcy Court.

If your Bankruptcy Plan requires you to send your regular monthly payments to the Trustee, you continue to pay the Trustee per your plan. Please contact your attorney or the Trustee if you have any questions.

Please contact your attorney or the Trustee with questions regarding the application of payments.

The information disclosed on the periodic statement may not include payments you have made to the Trustee and may not be consistent with the Trustee's records.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION

In the matter of :
AMMY ELIZABETH PEARSON, : Case Number 19-51918-JPS
Debtor. : Chapter 13
:

CERTIFICATE OF SERVICE

I, Calvin L. Jackson, hereby certify that I am over the age of 18 years and that on October 25, 2022, I served a copy of the within and foregoing Notice of Sale and Motion to Sell Real Property on on Camille Hope, Chapter 13 Trustee, by electronic notice to docomt@chapter13macon.com. I further certify that on this date I served the said documents on each of the parties listed on the attached Creditor Mailing Matrix by depositing the same in the United States Mail with sufficient postage attached thereto to ensure delivery to each of them at the addresses following their names.

/s/ Calvin L. Jackson
GA. State Bar Number 386072
Attorney for Debtor
P.O. Box 7221
Warner Robins, Georgia 31095
(478) 923-9611

Case 19-51918 Doc 36 Filed 10/25/22 Entered 10/25/22 15:41:54 Desc Main Label Matrix for local noticing
113G-5
Case 19-51918
Middle District of Georgia
Macon
Mon Oct 24 16:56:56 EDT 2022

5
433 Cherry Street
P.O. Box 1957
Macon, GA 31202-1957

AMAZON
PO BOX 960013
ORLANDO, FL 32896-0013

AMERICAN EXPRESS
PO BOX 981537
EL PASO, TX 79998-1537

AMEX GOLD
PO BOX 650448
DALLAS, TX 75265-0448

AMEX PLATINUM
PO BOX 650448
DALLAS, TX 75265-0448

ATHLETA
PO BOX 960017
ORLANDO, FL 32896-0017

American Express National Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

BANK OF AMERICA
100 NORTH TRYON ST
CHARLOTTE, NC 28255-0001

BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

CARE CREDIT
PO Box 960061
Orlando, FL 32896-0061

CITCARDS
PO BOX 6241
SIOUX FALLS, SD 57117-6241

CITIBANK
PO BOX 9001037
LOUISVILLE, KY 40290-1037

DEPT ED/NAVIENT
123 JUSTISON ST 3RD FLOOR
WILMINGTON, DE 19801-5360

(p) GEORGIA DEPARTMENT OF REVENUE
COMPLIANCE DIVISION
ARCS BANKRUPTCY
1800 CENTURY BLVD NE SUITE 9100
ATLANTA GA 30345-3202

IRS
PO BOX 7346
PHILADELPHIA, PA 19101-7346

(p) JEFFERSON CAPITAL SYSTEMS LLC
PO BOX 7999
SAINT CLOUD MN 56302-7999

NATIONSTAR MORTGAGE
8950 CYPRESS WATERS BLVD
DALLAS, TX 75063

Nationstar Mortgage LLC d/b/a Mr. Cooper
Bankruptcy Department
P.O. Box 619096
Dallas, TX 75261-9096

(p) MCCALLA RAYMER LEIBERT PIERCE LLC
ATTN ATTN WENDY REISS
1544 OLD ALABAMA ROAD
ROSWELL GA 30076-2102

PROSPER FUNDING LLC
221 MAIN ST STE 300
SAN FRANCISCO, CA 94105-1909

PROSPER MARKETPLACE
221 MAIN ST STE 300
SAN FRANCISCO, California 94105-1909

Prosper Marketplace Inc.
C/O WEINSTEIN & RILEY, PS
2001 WESTERN AVENUE, STE 400
SEATTLE, WA 98121-3132

SYNCB/AMAZON PLCC
PO BOX 965015
ORLANDO, FL 32896-5015

SYNCB/ATHLETA
PO BOX 965024
ORLANDO, FL 32896-5024

SYNCB/CARE CREDIT
PO BOX 965036
ORLANDO, FL 32896-5036

Synchrony Bank
c/o PRA Receivables Management, LLC
PO Box 41021
Norfolk VA 23541-1021

(p) THE CREDIT UNION LOAN SOURCE LLC
10800 ALPHARETTA HWY STE 208 759
ROSWELL GA 30076-1490

U.S. Trustee - MAC
 440 Martin Luther King Jr. Boulevard
 Suite 302
 Macon, GA 31201-7987

USAA Document Page 13 of 13
 9800 FREDERICKSBURG RD
 SAN ANTONIO, TX 78288-0002

USAA
 PO BOX 47504
 SAN ANTONIO, TX 78265-7504

USAA FEDERAL SAVINGS BANK
 c/o Robertson, Anschutz, Schneid,
 Crane & Partners, PLLC
 10700 Abbotts Bridge Road, Suite 170
 Duluth, GA 30097-8461

USAA Federal Savings Bank
 c/o Elizabeth Parrott, Attorney
 Weinstein & Riley P.S.
 PO Box 23408
 Nashville TN 37202-3408

Ammy Elizabeth Pearson
 113 Ashford Park
 Bonaire, GA 31005-3202

Calvin Jackson
 Post Office Box 7221
 400 Park Drive
 Warner Robins, GA 31088-5170

Camille Hope
 Office of the Chapter 13 Trustee
 P.O. Box 954
 Macon, GA 31202-0954

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

GA DEPT REVENUE
 1800 CENTURY BLVD NE STE 9100
 ATLANTA, GA 30345

Jefferson Capital Systems LLC
 Po Box 7999
 Saint Cloud Mn 56302-9617

Nationstar Mortgage LLC d/b/a Mr. Cooper
 c/o McCalla Raymer Leibert Pierce, LLC
 Bankruptcy Department
 1544 Old Alabama Road
 Roswell, GA 30076

THE CREDIT UNION LOAN SOURCE
 1669 PHOENIX PKWY STE 110
 COLLEGE PARK, GA 30349

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) Nationstar Mortgage LLC D/B/A Mr. Cooper

(d) LVNV Funding, LLC
 Resurgent Capital Services
 PO Box 10587
 Greenville, SC 29603-0587

	End of Label Matrix	
Mailable recipients	37	
Bypassed recipients	2	
Total	39	